



Academic, policy-oriented research contract – ARVODI

Case number: 31195102

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Infrastructure and Waterways, legally represented in this matter by
Mrs. K. Portegies
Director of the directory of Security and Water,
Rijkswaterstaat Water, Verkeer en Leefomgeving
hereinafter referred to as 'the Contracting Authority',

and

2. [Contractor's full name and legal form],
which has its registered office in ...,
legally represented in this matter by
..... [and ...] [signatory's name],
hereinafter referred to as 'the Contractor',

also jointly referred to hereinafter as 'the Parties',

WHEREAS:

- The Contracting Authority requires research on the effects of vibro piling on the hearing and behavioural response of sea mammals (harbour porpoise in specific);
- Research must be conducted with integrity;
- The Contracting Authority wishes to work with contractors that are familiar with and comply with the European Code of Conduct for Research Integrity (published by ALLEA in 2017; hereafter: 'ALLEA code of conduct');*
- The Contracting Authority has asked [name of company] to issue a quotation;
- [Name of company] issued a quotation on [day month year];
- The Contracting Authority has accepted this quotation;
- [Name of company] has sufficiently familiarised itself with what the Contracting Authority wishes to achieve;
- The Parties wish to lay down the ensuing legal relationship in a written Contract;

AGREE AS FOLLOWS:

A number of terms in this Contract are written with initial capitals. These terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018).

1. Definitions

- 1.1 Classified Information: Research Information that includes the name or any other designation of the person or organisation to which it relates or by which it was provided.

* <https://www.allea.org/wp-content/uploads/2017/05/ALLEA-European-Code-of-Conduct-for-Research-Integrity-2017.pdf>.



- 1.2 Research Information: data collected by the Contractor for the purpose of the research, whether or not they have been processed or included in reports.
- 1.3 Confidential Information: Research Information that bears the civil service designation 'top secret', 'secret' or 'confidential', or that must be treated confidentially on the basis of legislation.

2. Object of the Contract

- 2.1 The Contracting Authority hereby commissions the Contractor to perform Services in the form of research activities in accordance with the quotation of [date], ref. ... (Schedule 2) which the Contractor issued on the basis of the Contracting Authority's request for quotations of [date], ref.31195102/Doedijns (Schedule 1), in so far as this Contract does not provide otherwise. The Contractor hereby agrees to perform these Services.
- 2.2 The following documents together form the Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:
1. this document;
 2. the ARVODI 2018;
 3. the Request for Quotations;
 4. the other Schedules;
 5. the Quotation issued by the Contractor to the Contracting Authority on [date], ref. ...
- 2.3 The results of the Services will be delivered in the form of or concluded with the submission of a final report. The final report will in any event contain a summary, a description of the research findings, the methods and techniques used to generate them, and the conclusions derived from them. The final report must be submitted in electronic form. [[Number] hard copies must also be supplied.]

3. Formation and duration of the Contract

- 3.1 This Contract is formed once it has been signed by the Parties and ends on the 1st of December 2025.
- 3.2 The agreed Services must be completed by the 30th of September 2025.
- 3.3 (penalty clause for late submission of results – not applicable)

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including:

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the right to such amounts has been assigned to a third party.



4. Performance of the research

- 4.1 The Contractor will observe the principles laid down in the ALLEA code of conduct.
- 4.2 The Contractor will notify informants to be involved in the research about the objective of the research and when and how the results are to be published, will guarantee, upon request, their anonymity and will use the information they provide exclusively for the stated objective.
- 4.3 In principle, the Services will be performed at the testing facility that the contractor as primarily responsible takes in use and occasionally at the contractor's offices.
- 4.5 After the deletion of Confidential Information, Classified Information or information that must not be published by law, data files containing Research Information suitable for multiple uses should be submitted by the Contractor to EASY, the online archiving system of the KNAW's Data Archiving and Networked Services (DANS), within three months after acceptance of the results of the Services by the Contracting Authority or after the final report being published, and in accordance with the FAIR principles.[†] The Contractor will provide the necessary documentation and functionality, including for the 'open access' category, as required under DANS guidelines. The Contractor will receive a Persistent Identifier for each data file included in EASY.
- 4.6 The Contractor will use Confidential Information and Classified Information exclusively for the purpose of the research for which they have been gathered. It will retain the information for the Contracting Authority in an orderly fashion for ten (10) years after the research has ended and then destroy it, unless the Contracting Authority has notified it in writing that it is not necessary to retain or destroy it or the Contracting Authority has previously lodged a written objection to this. The Contractor will not charge any extra costs for retaining and destroying information. The Contractor will not destroy Confidential Information or Classified Information that the Contractor and Contracting Authority have jointly decided will be used for follow-up research until ten (10) years after the follow-up research has ended.

5. Price and other financial provisions

- 5.1 The Contractor will perform the Services for a fixed aggregate fee of **total fixed price written out . (€ "" in numbers)** excluding VAT and including travel, accommodation and any other expenses).
- 5.2 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 5.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 5.4 The agreed rates are fixed and invariable during the term of this Contract.

[†] See the GoFair website: <https://www.go-fair.org/fair-principles/>.
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- 5.5 The Contractor will invoice retrospectively, on the basis of the actual service(s) / product(s) provided. Payment will be made as follows:

Payment post	Element/work package	Service(s)/ product(s) to be provided	Deadline date for submission	Financiële waarde van de betaalpost (excl. BTW)
10	Progress meetings	Progress report 1	To be mutually agreed upon	€ ... (to be quoted by contractor)
20	Progress meetings	Progress report 2	To be mutually agreed upon	€ ... (to be quoted by contractor)
30	Progress meetings	Progress report 3	To be mutually agreed upon	€ ... (to be quoted by contractor)
40	Progress meetings	Progress report 4	To be mutually agreed upon	€ ... (to be quoted by contractor)
50	Progress meetings	Progress report 5	To be mutually agreed upon	€ ... (to be quoted by contractor)
60	Effects vibropiling on hearing (TTS) of harbour porpoise	Final report	30 th of September 2025*	€ ... (to be quoted by contractor)
	Effects vibropiling on behaviour of harbour porpoise (disturbance)	Final report		€ ... (to be quoted by contractor)
	Project delivery meeting	Presentation		€ ... (to be quoted by contractor)
Total order sum				€ ... (to be quoted by contractor)

- *the remainder (payment post 60) after acceptance of the results of the Services and after receipt of the certificate issued by the National Library of the Netherlands (KB) as proof that material has been submitted to the e-depot, as referred to in article 11.2 of this Contract.

- 5.6 The Contractor will submit invoices electronically (e-facturation) through 3rd party services provided by Logius.

For more information on e-facturation, please consult the website of Logius:



www.logius.nl/diensten/e-factureren/.

On each invoice, the following order number should be displayed: **4500xxxxxx**.

On any correspondence, the following case number should be mentioned: **31195102**.

- 5.7 The Contractor will claim expenses which are eligible for reimbursement under the Contract, less the VAT it has already paid on those expenses. The Contractor may charge the applicable VAT rate on that net amount to the Contracting Authority.

6. Contacts / Project managers

- 6.1 The Contracting Authority's contact is Elske Rotshuizen. The Contractor's contact is
- 6.2 The Contracting Authority's project manager is Aylin Erkman. The Contractor's project manager is
- 6.3 Notwithstanding the provisions of article 10.2 of the ARVODI 2018, the contacts named above cannot make legally binding agreements on the Parties' behalf.

7. Other Terms and Conditions

- 7.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2018 (ARVODI 2018) (*already in the Parties' possession*), in so far as this Contract does not provide otherwise. Any general and special terms and conditions drawn up by the Contractor do not apply.
- 7.2 If the duty of confidentiality imposed on the Contractor and its Staff under article 13 of the ARVODI 2018 is breached, the Contractor will be liable to pay a penalty of 10% of the total or maximum price specified in the Contract per event.
- 7.3 - (Case liability: not applicable)
- 7.4 In addition to article 21 of the ARVODI 2018, the Contractor indemnifies the Contracting Authority against any claims for damages brought by third parties as a result of its failure to discharge its obligations as referred to in article 21.3 of the ARVODI 2018. The liability amounts set out in article 21.3 of the ARVODI 2018 apply *mutatis mutandis*.
- 7.10 In addition to the provisions of article 22 of the ARVODI 2018, the Contracting Authority may cancel this Contract forthwith out of court by registered letter, without giving any warning or notice of default, in the following cases:
- a. if the Contractor has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code; or
 - b. if a member of the Contractor's Staff has been convicted, by final and unappealable judgment, of discrimination within the meaning of articles 137c to 137g and article 429 quater of the Criminal Code and that staff member is on the Contractor's executive, management or supervisory board or has representative, decision-making or audit powers.
- In the cases set out under (a) and (b) the right to cancellation expires three years after the judgment becomes unappealable.



8. Intellectual property rights

8.1 General

- a. The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's consent.
- b. The Contracting Authority may analyse or otherwise process the research information or complete the research, or it may have such analysis or processing carried out or have the research completed, but only by researchers who endorse and comply with the AL-LEA code of conduct.

8.2 Contracting Authority's right of use

Articles 24.1, 24.5 and 24.6 of the ARVODI 2018 do not apply. The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Agreement is signed.

9. Research material

- 9.1 The Contractor will transfer to the Contracting Authority, and the Contracting Authority will accept from the Contractor, the title to all research material received, acquired and/or produced and processed for the purpose of the research, in so far as the Contractor has such research material at its disposal and in so far as the research material contains information relating to the research. Title will be transferred by the Parties hereby declaring that the Contractor will retain this research material for the Contracting Authority. The research material to which the title is to be transferred does not include research material containing addresses used for the purpose of the research, unless this research material was obtained through or on the instructions of the Contracting Authority.
- 9.2 The Contractor will retain the research material referred to in this Contract for the Contracting Authority for ten (10) years free of charge, starting on the date on which the Contract is signed.
- 9.3 The Contractor will replace the research material referred to above free of charge for as long as it is in its possession, if all or part of the research material, for whatever reason, becomes unusable, is destroyed or is disposed of. This provision applies in so far as replacement is possible and desired by the Contracting Authority.
- 9.4 After the period referred to in 9.2 has ended, the Contractor will make the research material available to the Contracting Authority or will destroy it free of charge at the latter's request. If the Contractor fails to notify the Contracting Authority of the expiry of the period referred to in 9.2, the retention of the research material will be tacitly continued until one of the Parties gives written notice of its discontinuation.
- 9.5 During the research, neither the Contractor nor a third party engaged by it may use the research material referred to in this Agreement without prior written permission from the Contracting Authority, except for the purpose of activities entailed by performance of the Services.

10. Publication

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- 10.1 In connection with the provisions of section 15b of the Copyright Act 1912 and section 8, subsection 2 of the Databases (Legal Protection) Act, the Contractor will make a reservation in the research report or the database under copyright or database law respectively.
- 10.2 The Contractor will present the final report in electronic form both to the Contracting Authority and to the KB's e-depot. The Contractor will receive from the KB confirmation of receipt of the final report for the e-depot.
- 10.3 Unless the Contracting Authority provides otherwise before the completion of the final report, the Contractor will present a written copy of the final report to the Contracting Authority and the library at the ministry in question.
- 10.4 In addition to article 8.2 of this Agreement, the following applies to publication. Only after the Contracting Authority has accepted and published the results of the Services is the Contractor also free to publish the results of the Services. The Contractor will cite the Contracting Authority as the commissioning body.



11. Declaration of integrity

- 11.1 The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the Contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.
- 11.2 The Contracting Authority declares that it will not infringe the Contractor's independence in any way during the performance of the Contract.

12. Final provisions

- 12.1 By way of addition to article 22 of the ARVODI 2018, in the event of early termination of this Contract the Contracting Authority may demand that the Contractor conclude the Services and transfer the results to the Contracting Authority or to a third party designated by it in such a way that the research can continue unhindered.
- 12.2 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.
- 12.3 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, date of digital signature [place], date of digital signature

For the Minister of Infrastructure and Waterways,.....For [Contractor's name],

Mrs. K. Portegies [signatory's name]
Director of the directory of Security and Water [signatory's position]

[Schedule(s):]

1. Contracting Authority's request for quotations of [date], ref.31195102/Doedijns
2. quotation made by the contractor on [date], ref. ...
- 3.



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